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APPLICATION PACKAGE FOR LEASE OF LAND AT FORT GREELY, ALASKA

SECTION 1.0 EXECUTIVE SUMMARY

1.1 AUTHORITY

The Enhanced Used Leasing (“EUL”) process is provided under the authority of Title 10, United States Code, and Section 2667, as amended. This authority allows for military installations to outlease land and facilities to private or public entities. Specifically, installations can, among other things: 1) outgrant for other types of mission functions; 2) enter into long-term or short-term leases, providing greater flexibility for facility reuse; and 3) receive no less than fair market rental, in cash or in-kind, as consideration for the leased property.

Exhibit A - Fort Greely

1.2 FORT GREELY, ALASKA (FGA)

Location

Fort Greely is located in the interior of Alaska approximately 100 miles southeast of the city of Fairbanks and five miles south of Delta Junction. Delta Junction marks the end point for the Alaska Highway as it intersects and merges with the Richardson Highway, which serves as the primary transportation link between Valdez and Fairbanks. The Alaska Highway is the only road connecting the continental United States with Alaska. The Richardson Highway comprises Fort Greely’s western boundary.

The Fort Greely Cantonment Area, running from north to south, can be roughly divided into four use areas. The north side of the installation hosts Allen Army Airfield. The installation’s administrative and commercial center lies south of the Airfield and north of Fort Greely’s family housing area. The south side of the installation’s cantonment area is controlled by the Missile Defense Agency’s (MDA) Ground-based Midcourse Defense (GMD).

Fort Greely is accessible via the Richardson Highway. The land area adjacent to FGA is primarily composed of undeveloped woodland under Federal control. Delta Junction, a community of 840 people, provides limited services to Fort Greely and the tourist, mining, and agriculture industries. Currently, the community only supports a single physician’s office and a limited number of small motels. Substantial medical facilities are available in Fairbanks and Anchorage; significantly sized hotels are available approximately 100 miles away in three different directions – Tok to the east, Fairbanks to the northwest, and Glenallen to the south.

History

The Army first came to the Delta Junction area in 1904, when the U.S. Army Signal Corps completed the McCarthy Telegraph Station. In 1942, in concert with the construction of the Alaska Highway, airfields were constructed to support the execution of the lend/lease program with the Soviet Union. This program involved ferrying American-built fighter planes to Russia via a number of airfields in Canada and Alaska; one of these airfields later became Fort Greely. In 1948, Fort Greely became home to the Northern Warfare Training Center and the Cold Regions Test Center for the U.S. Army. In 1995, Fort Greely was selected for closure by the Base Realignment and Closure (BRAC) commission. However, in 2001, the closure process was halted when Ronald T. Kadish, Director of the Ballistic missile

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Defense Organization (BMDO), issued a Record of Decision to initiate the “Missile Defense System Test Bed” site preparation at Fort Greely. Other important milestones include:

- On January 2, 2002, BMDO was renamed the Missile Defense Agency (MDA). The mission of the MDA is to develop an integrated, layered Ballistic Missile Defense System to defend the United States, its deployed forces, allies and friends from ballistic missiles of all ranges and in all phases of flight. The Ballistic Missile Defense System is a collection of elements and components that are integrated to achieve the best possible performance against a full range of potential threats.
- In October 2003, the Army activated the Ground-based Midcourse Defense (GMD) Brigade to command and control the ground-based missile defense system. The 100th Missile Defense Brigade of the Colorado National Guard oversees the GMD system. The 49th Missile Defense Battalion, supported by the Alaska National Guard, operates the GMD fire control network, provides positive operational control over the interceptors at Fort Greely, and ensures protective security to the systems deployed there. The GMD Brigade is an element of the U.S. Army Space and Missile Defense Command (SMDC).
- The Missile Defense Agency dedicated the ballistic missile defense site at Fort Greely on July 3, 2004. The ceremonies marked the completion of construction, including installation of six interceptor silos for the initial GMD capability.
- The system is scheduled to become operational when the site has in place a total of 16 interceptors and the interconnected architecture of radars, sensors, battle management and command, control and communications is activated.

Current Status

In addition to the 49th Missile Defense Battalion, there are a significant number of private contractors working for the GMD Joint Program Office at Fort Greely. The Joint Program Office’s mission is to develop and deploy a credible capability to defend against intermediate and long-range ballistic missile attacks in the midcourse phase of flight. The Boeing Company is the Prime Contractor for the Program and serves as the Lead Systems Integrator for GMD. Boeing rotates most contractors assigned to Fort Greely to Alaska for six-week periods. Given Fort Greely’s remote location and lack of suitable permanent and temporary housing, the Army and Boeing expect these contractors to rely heavily on any temporary lodging facility built at Fort Greely. Forecasts show an ongoing requirement for approximately 110 rooms a night to serve these contractors; this demand greatly exceeds Delta Junction’s capacity.

In addition to GMD, the Army’s Cold Regions Test Center (CRTC) operates in and around Fort Greely. While currently assigned to Fort Wainwright in Fairbanks, the CRTC testing facilities are located across the Richardson Highway from the Fort Greely Cantonment Area. CRTC operates at full capacity only during the winter months; the Center hosts numerous and varied people and organizations that require the use of CRTC’s unique testing facilities.

The Delta Junction community is socially and economically interdependent with FGA. Fort Greely accounts for a large percentage of the employment in the region and the community cooperates with Fort Greely for the provision of some basic services. Delta Junction uses a

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school on Fort Greely as the sole elementary school in the region. Given its importance to the local community, Delta Junction's elected town council and the Chamber of Commerce have signaled their support for the proposed development as a step towards assuring Fort Greely's relevance to the defense of the United States.

1.3 ENHANCED USE LEASING SITE

1.3.1 VISION.

FGA is an Army Installation Management Agency installation operated by the U.S. Army Garrison, Fort Greely, Alaska. FGA has become an integral part of the United States Missile Defense System, but the Fort Greely / Delta Junction community is lacking the necessary services infrastructure to assure the installation's long-term success and relevancy.

The proposed concept of developing a lodging facility and medical clinic will improve the region's economy, ensure adequate medical care for the citizens of the remote region, and provide a much needed alternative to the currently available lodging.

1.3.2 SITE.

The proposed development site is an approximately 100-acre parcel on the west side of the Fort Greely cantonment area. The site is bordered to the south by Big Delta Avenue, to the west by the Alyeska oil pipeline, to the north by West Post Road, and to the east by Robin Road. The site is one mile south of Allen Army Airfield and one and a half miles north of the National Missile Defense site. Within the parameters of the proposed site are two parcels (approximately 14 acres total) that the Army will not make available for development due to unresolved environmental concerns.

Access to Site

Direct access to the site will be available to the public from the Richardson Highway. Access to the remainder of the Fort Greely cantonment area will only be available on Big Delta Avenue, through the installation's main gate. From the main gate, Fort Greely maintains full-time perimeter security and is not open to the public. DoD-issued identification is required to enter most of the cantonment area. Visitors without DoD identification must register with the post visitor center at the main gate, and they must be listed on the garrison access roster.

Both West Post Road and Big Delta Avenue are paved two-lane roads. The Richardson Highway is a paved two-lane highway maintained by the State of Alaska. The Highway carries all vehicular traffic approaching and departing Fort Greely. The Richardson Highway serves as a primary transportation link and runs from Valdez, Alaska to Fairbanks, Alaska. At Delta Junction, five miles north of Fort Greely, the Richardson Highway merges with the Alaska Highway. The Alaska Highway is the lone road connecting the continental United States with Alaska.

Other Physical Considerations

Fort Greely, located within a few hundred miles of the Arctic Circle in Alaska's Interior, experiences extremely cold winter seasons. As a testament to the extreme elements, Fort Greely hosts the Army's Cold Regions Test Center (CRTC). Substantial outdoor

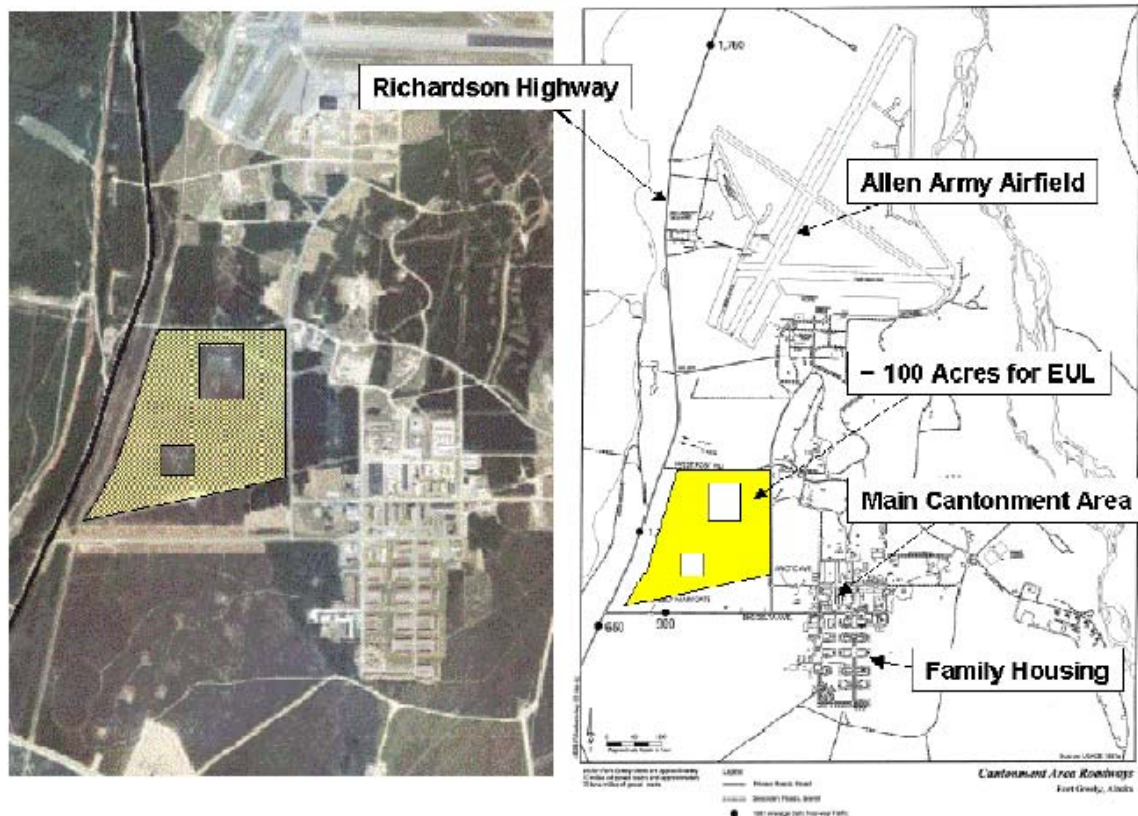
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construction is normally limited to the summer months. Construction must take into account temperatures that routinely fall well below zero degrees Fahrenheit.

The site, along with the rest of Fort Greely, lies between Jarvis Creek and the Delta River. The surface elevation ranges from 1,330 feet to 1,360 feet. The installation's surface drainage is flat and not well defined, although generally Fort Greely storm overflow runs north and east to Jarvis Creek. Groundwater is approximately 150 to 200 feet below grade and flows to the northeast. Natural vegetation on the site is composed of dense pine forest. However, much of the proposed development site was burned by a forest fire in 1999 and new growth has been limited.

Generally, the Fort Greely area is composed of dense strong, load-bearing gravel overlain by 2-3 feet of topsoil. A 2005 NRCS survey identified no significant permafrost on the proposed site. No known permafrost exists on the Fort Greely cantonment area, although the Delta Junction area is classified as having discontinuous permafrost. There are no known wetlands near the proposed development site.

Exhibit B: Proposed Project site



1.3.3. EXISTING IMPROVEMENTS.

The EUL site is located along the installation's undeveloped western boundary. Other than a few unimproved roads, the site is mostly forestland.

Easements

The Trans Alaska Pipeline System (TAPS), operated by Alyeska Pipeline Service Company, runs underground north to south between the garrison and the Richardson Highway. Alyeska maintains a 60-foot wide right-of-way around the pipeline. Adjacent to and east of TAPS is the right-of-way for the Trans Alaska Gas System (TAGS). The

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Yukon Pacific Corporation owns the right-of-way, but the pipeline has not been built. The right-of-way is 50-feet wide, and the grant issued by the Bureau of Land Management (BLM) expires in 2018. The pipeline has been designed on paper and remains valid. There are currently no plans to commence construction, but the project could be started in the future. The proposed site is situated east of both rights-of-way.

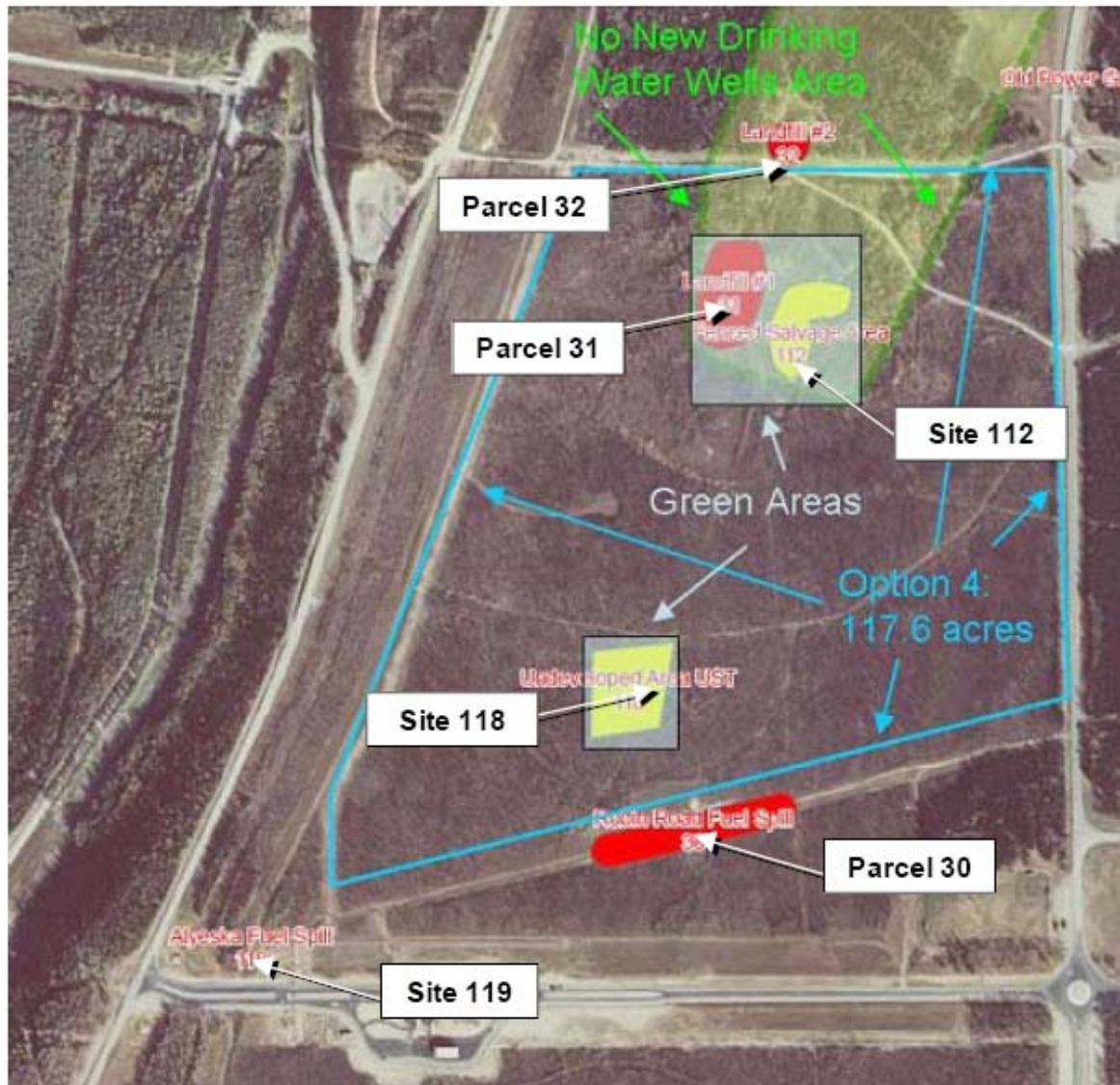
Utilities: Availability and Capacity

Electric: Electricity is currently provided to Fort Greely by the Golden Valley Electric Cooperative over a distribution feeder line at 24.9 kV that runs along the Richardson Highway within a few hundred feet of the proposed development site. Electric power is provided to the Fort Greely distribution system via a transformer station located a ½-mile north of the proposed site, rated at 24.9/4.16 kV, 2.5 MVA. All Fort Greely tenant activities utilize the FGA distribution system. Fort Greely also has internal generating capacity in the form of five diesel generators. These generators are currently used as peaking units. However, there is no electric infrastructure connecting the FGA distribution system or these generators to the proposed development site approximately a half-mile away.

Water & Sewer: Water and Sewer utilities do not currently extend beyond the administrative buildings and housing area east of the development site. Water and sewer services will need to be extended or developed to meet the facilities' needs.

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Exhibit C – Environmental Conditions



Environmental

The Army is not making two parcels of land within the proposed development site available for Enhanced Use Leasing due to environmental considerations. These sites are termed northern and southern restricted use parcels in the discussion below. Exhibit C above illustrates six locations in or around the proposed development area with environmental constraints.

Site 119 is a 2-acre tract along the Alyeska Pipeline corridor just north of Big Delta Avenue and to the southwest of the proposed development area. In June 1976, between 1,000 and 2,000 gallons of diesel were estimated to have spilled when an Alyeska Pipeline Service Company-owned bulldozer ruptured a 4-inch diameter, Army-owned fuel pipeline. The fuel spread over approximately 2500 square feet. Alyeska excavated contaminated soil to 2.5 feet below ground surface (bgs) in the spill area and thermally treated the soil. Site 119 was later investigated for remaining contamination in 1998. Multiple soil borings and a test pit were sampled for a range of potential contaminants. The results of sampling showed that no remaining contaminants of concern are known to

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exist at this site. The Alaska Department of Environmental Conservation closed out the site in 2005 (No Further Action Required) and released the site for unrestricted use.

Parcel 30 is the site of a 52,000 to 133,000 gallon diesel fuel spill that occurred in December 1982. The site is adjacent to the proposed development area's southern boundary. The spill affected an area running approximately 325 feet east and 50 feet west of the spill location. Initial soil borings drilled within a week of the fuel spill indicated fuel contamination had penetrated to at least 50 feet bgs. In January 1983, contaminated soil was excavated 3 to 4 feet bgs over approximately 7,500 square feet. Subsequent remedial actions were conducted and, presently, contamination in the upper 15 feet does not exceed cleanup levels. Some diesel contamination exceeding cleanup level remains at the site in the upper 70 feet. The site is well defined. The Army continues to monitor groundwater at this location on a biennial basis. A proposed plan for the closeout of this site is being prepared by Fort Greely.

Site 118, located in the southern restricted use parcel, is believed to be a former training facility. A 1997 site reconnaissance visit identified holes with timber shoring (suggestive of a training area), vehicle parts, concrete footings for fence posts, a UST, and miscellaneous metal objects. No Unexploded Ordnance (UXO) or potential UXO was identified. A geophysical survey was conducted that identified up to nine magnetic anomalies. The UST was removed, and diesel contamination at the former UST location exceeds cleanup levels. The contamination extends less than 10 feet bgs. Fort Greely requests this area remain undeveloped green space (excluded from the lease as a southern green space) due to the presence of miscellaneous metallic items and minor fuel contamination below grade. A proposed plan for the closeout of this site is being prepared by Fort Greely.

Site 112, located in the northern restricted use parcel, was a fenced salvage yard. Storage and waste handling practices are unknown. The fence has since been removed. Unexploded Ordnance (UXO) clearance work was performed in 1998 prior to invasive site investigation activities. No UXO items were found. Site investigation revealed trace amounts of contamination above ADEC screening levels but below site-specific cleanup levels developed by the Army. Fort Greely requests this area remain undeveloped green space (excluded from the lease as a northern green space) due to the presence of minor contamination below grade (fuels, solvents, pesticides). A proposed plan for the closeout of this site is being prepared by Fort Greely.

Parcel 31 (also known as SWMU #38), is also located in the northern restricted use parcel, was a former landfill closed in 1953 (prior to significant activities at Fort Greely - landfill and contamination issues are small). The extent of the landfill is estimated based on aerial photos from the time period and the boundaries indicating contamination are not certain. During operation, the landfill is believed to have accepted sanitary wastes; however, the types and quantities of waste materials placed in Landfill #1 are not completely known. Multiple contaminants of potential concern may exist within the area. Fort Greely requests this area remain undeveloped green space (excluded from the lease as a northern green space) due to the presence of the old landfill. A proposed plan for the closeout of this site is being prepared by Fort Greely.

Parcel 32 (also known as SWMU #41), adjacent to the proposed development area's north boundary, was a former landfill. The extent of the landfill is estimated based on

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historical aerial photos and the boundaries indicating contamination are not certain. The types and quantities of waste placed in the landfill are unknown, but believed to be minor due to the level of activities that occurred at Fort Greely prior to the landfill's closure in 1953. Multiple contaminants of potential concern may exist within the area. This site is not included in the proposed lease area. A proposed plan for the closeout of this site is being prepared by Fort Greely.

Additional Environmental Restrictions - As a precaution, Fort Greely requests no drinking water wells be placed down gradient (groundwater flow towards the northeast) of any former landfill. The groundwater well restriction applies to the area denoted in light green in Exhibit C. Army and federal regulations require the development of an Environmental Assessment (EA) for any development comprising more than five acres. The EA would need to be completed, released for public comment, and then completed with a Finding of No Significant Impact (or an Environmental Impact Statement if significant impact is found by the EA) prior to development initiation.

1.4 BUSINESS OPPORTUNITY

FGA seeks to competitively select a private developer to lease a parcel of land in order to develop lodging and medical clinic facilities. The selected private developer should consider, but is not limited to, the inclusion of the following components:

Lodging Facility:

Traditional Hotel Rooms
Extended-Stay Lodging Rooms
Restaurant / Catering Service
Conference / Meeting Space
Swimming Pool & Fitness Center
RV / Camper Trailer parking/services

Medical Clinic:

Private Examination Rooms
Lab Facilities
Waiting Room
Administrative and Office Space

The successful private sector bidder will operate and maintain the facilities and provide an in-kind consideration return to the Army not less than the fair market value of the leased land. To this end, FGA sees these private sector opportunities as compatible with the FGA mission and as an extension of FGA business objectives.

The Army believes there is a sizeable opportunity for FGA and a private sector developer/property manager to work together to receive significant benefits. Specifically, the private sector has the opportunity to receive a market rate of return from development activities, leasing of rentable square footage, and continuing property management of real estate assets while providing a service for FGA.

1.5 PROJECT SUMMARY

1.5.1 PROJECT DESCRIPTION. The proposed Fort Greely EUL project would involve about 100 acres of developable land located along the installation's western boundary, and would include both lodging facilities and a medical clinic.

The proposed project described in this solicitation is distinct and different from any previous development and privatizations efforts and Fort Greely. **There are no incumbents for this project.** FGA will select a developer based on an objective best value determination considering only the information submitted in response to this solicitation.

1.5.2 PROJECT GOAL. The Army is seeking a prospective private sector developer and service provider (hereafter "Developer") to develop and operate the proposed lodging and medical clinic facilities on the parcel. Upon selection of a Developer, the Army and the Developer will work together to develop a Business and Leasing Plan (hereafter "Plan") for development and operation of the facility. The Developer selected will be expected to thoroughly, creatively, and professionally identify issues, analyze solutions, and determine entrepreneurial processes to ensure the successful implementation of the Plan.

The goals of the project are to:

- Provide lodging and medical clinic facilities in support of the mission of FGA;
- Allow FGA to utilize in-kind consideration generated by the project to further enhance the quality of life for those working at and served by the installation; and
- Employ the best commercial practices to the benefit of both the Army and Developer.

1.5.3 PROJECT CONCEPT. The Department of the Army proposes to lease the above described land for a term in line with the proposed development, but in no event to exceed 50 years, to the Developer. In exchange for the value of the leased assets, the Developer will finance, plan, operate and manage the facilities to be developed and described above for the term of the lease. In addition, the Developer will provide FGA in-kind consideration equal to at least the fair market value of the leased asset.

1.5.4 BUSINESS AND LEASE PLAN. The Plan will provide details regarding the financing strategies, lease terms and conditions, development scope, use restrictions, property and asset management procedures, service agreements, terms and conditions for in-kind consideration, and other matters agreed upon by the Developer and the Army. Upon completion of the Plan and final approval by the Army, a lease and other transfer documents will be negotiated by FGA and the Developer to implement the Plan, or portions thereof. The decision to implement the Plan will be made by the Army at its discretion. If potential development opportunities are identified during the planning process that cannot be accommodated under the leasing authority, the Developer and FGA will, if feasible, discuss implementation through alternative authorities.

In no event will the Army be responsible for the payment of any fees or have any liability to the Developer for the Plan or work product generated in developing the Plan should the plan not be acceptable.

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It should be noted, the Army and FGA have set the following objectives for this project:

- Develop modern lodging and medical clinic facilities with physical construction beginning during the Alaskan 2006 construction season.
- Maintain positive relations with the communities surrounding the property
- Successfully integrate development activities with cultural resources and environmental policy management requirements in support of the mission of FGA
- Employ the best commercial practices to the benefit of both the Army and the Developer.
- Find uses for FGA assets that are compatible with the requirements and mission of FGA. Given the importance of Fort Greely's mission to national security, the selected developer will need to consult and coordinate development plans with Fort Greely security officers to ensure that the presence of tourists and other non-cleared personnel are not provided visual access to sensitive operations.

The Army believes that these goals, concepts and objectives can best be achieved by working with the Developer to develop the Plan for FGA.

1.5.5 DEVELOPMENT PROCESS. Upon selection of the Developer, the Army and the Developer will work cooperatively to develop a Plan, which will be implemented through a lease or leases for selected real estate assets at FGA. The Developer will be responsible for drafting the Plan. The Army and its advisors will review the Plan. It should be noted that the Army has final approval of the Plan. In addition, the Plan may be subject to review by local government stakeholders.

1.5.6 FORT GREELY PARTICIPATION. FGA anticipates that it will participate in the project in the following ways:

- FGA has made parcels of land available for lease. The Developer and the Army will cooperatively create a Business and Leasing Plan and jointly determine potential uses for the sites.
- FGA will receive in-kind consideration from the Developer not less than the fair market value of the leased assets. The form, amount, and timing of the in-kind consideration will be defined in the Business and Lease Plan.

1.6 EVALUATION CRITERIA

Applications from Offerors will be evaluated on the basis of the following criteria. A complete explanation of the criteria can be found at Section 3.9. FGA will select a Developer based on an objective "best value" determination and will consider only the information that is submitted in response to this solicitation.

1.6.1 EXECUTIVE SUMMARY. Describes and provides documentation of the Offeror's legal organizational structure, key people, insurance coverage, and past history. This section is meant to familiarize the Army with the Offeror's organization, not to summarize the remaining sections of the proposal. This section will be reviewed but not scored.

1.6.2 RELEVANT EXPERIENCE INCLUDING PAST AND PRESENT PERFORMANCE. Considers the extent of the Offeror's corporate and key personnel experience in successfully planning for and developing lodging, medical clinic or similar facilities, especially under a lease arrangement. In addition, this section will evaluate the Offeror's performance in providing lodging and medical services. The evaluation team may consider information about other projects performed by the Offeror, identified through any and all means, including but not limited to customer surveys and comments from Government agencies.

1.6.3 FINANCIAL. Considers the extent of the Offeror's experience in dealing with financing lodging, medical clinic or similar facilities, especially under a leasing arrangement. Additionally, the Offeror's proposed financial strategy and financial capability will be considered.

1.6.4 DEVELOPMENT PLAN. Considers the methodology and plan for the design and construction of the project. Those plans which propose to substantially begin construction in 2006 are encouraged.

1.6.5 MARKETING PLAN. Considers the approach to identifying potential users of the lodging and medical facilities and prospective costs charged to customers.

1.6.6 FACILITY MAINTENANCE/MANAGEMENT. Considers the ability and experience in properly managing and maintaining similar projects over an extended period of time. This feature is critical to the development's long-term viability.

1.6.7 CAPABILITY/QUALIFICATIONS. Considers the extent of the Offeror's corporate and key personnel capability and qualification to provide the services required for planning and implementation of the project as well as the Offeror's approach to the project.

1.6.8 ACHIEVEMENT OF ARMY GOALS, CONCEPTS AND OBJECTIVES. Considers the extent to which the Offeror's approach indicates an understanding of the Army's goals, concepts and objectives, as described in Section 1.5 of this NOL, and a realistic approach to accomplishing them.

1.6.9 EXPERIENCE IN COMMUNITY RELATIONS. Considers the extent of the Offeror's experience in dealing with community relations in successfully completing major developments.

SECTION 2: ENHANCED USE LEASING DESCRIPTION AND PERFORMANCE REQUIREMENTS

2.1 SUMMARY OF LEASING PROCESS. Following selection of the Developer, the Army and the Developer will work together to produce a Business and Leasing Plan (Plan) for FGA. The Army will issue a conditional Notice of Lease award to the Developer. In developing the Plan, the Army and the Developer will consult stakeholders within the community, as appropriate. Proposed uses for the leased land will be determined during the Plan development. The Army will work with the Developer in preparing a lease and other

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documents required to implement the Plan. An initial sample outline for contents of the Plan is as follows:

- A further description of the Army's goals, concepts and objectives for the leasing arrangement and methods for meeting them.
- Sources of capital, including debt and equity.
- Overall leasing and development schedule.
- Detailed leasing and development budget including operating pro forma and revenue pro forma.
- Roles and responsibilities of the Army, FGA, and the Developer, including a description of any anticipated partnership or joint ventures by the Developer.
- Development plans and timelines, including drawings, floor plans, site plans, etc.
- A leasing plan setting forth appropriate guidelines to ensure that all third party tenant leases are for uses compatible with FGA's military missions.
- Documents required to comply with the National Environment Policy Act (NEPA) and other applicable laws.
- Community relations plan.
- Detailed plan specifying the amount and timing for payment of in-kind consideration to FGA.
- A detailed description of any opportunities identified during the planning process that cannot be accommodated by the current lease authority, and, if feasible, a plan for proceeding under an alternative authority.

The Developer will prepare draft portions of the Plan for review by the Army and its advisors. The Army will work with the Developer to arrange for review by relevant stakeholders, including various constituencies with an interest in the project, both inside and outside the government.

At the end of the planning stage, the Plan and supporting documents will be submitted to Headquarters, Department of the Army (HQDA) for approval. If approved, the Army will execute lease arrangements and proceed with the project.

In the unlikely event that the Army and the Developer cannot agree on a Plan, implementing lease or other required documents, or if the Plan is not accepted by HQDA, the Army, at its option, may render this application process null and void, and direct the Developer to cease all work on the project. This can occur without giving rise to any right or claim by the Developer. Should this occur, the Army maintains the right, at no cost, to make full use of the Plan and to proceed to negotiate and work with other developers on this or similar projects.

2.2 LEASE PAYMENT PROVISIONS. The Developer will provide FGA in-kind consideration not less than the fair market value of the leased land. Details regarding these payments will be provided in the Plan.

2.3 UTILITIES AND SUPPORT SPACE. The Developer will be responsible for coordination of all utilities and support services used in the operation and management of the newly developed buildings and leased land.

2.4 PROPERTY MAINTENANCE/MANAGEMENT. The ability to properly maintain and manage the proposed project is critical to the development's long-term viability. The Developer, as a part of the Plan, shall work with the Army to develop a property maintenance/management program that meets all project goals. The Developer will have responsibility for all property maintenance and management items throughout the life of the project.

2.5 ENVIRONMENTAL CONSIDERATIONS. FGA make available all available environmental analysis documents completed for the acreage included in the project. The Developer will be responsible for completing an Environmental Analysis (EA) or Environmental Assessment (EIS) as needed to comply with NEPA requirements.

2.6 DISPUTES. Any dispute concerning a question of fact or procedure arising under this application, which is not disposed of by agreement, shall be decided by the Army, who shall mail or otherwise furnish a written copy of the decision to the Offeror.

SECTION 3.0 APPLICATION SUBMISSION

3.1 PROVISIONS. Developers are required to comply with the following instructions while developing their proposal. Where instructions conflict and no order of precedence is specified, the most stringent requirement applies. A reference to, or direction to comply with, a particular paragraph shall include, as appropriate, all sub-paragraphs thereunder. Oral explanations or instructions given before the signing of the Lease will not be binding. Any written information concerning the application given to any prospective Developer will be furnished promptly to all other prospective Developers. If the information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective Developer, the information will be furnished as an amendment to the application. By submitting an application, the Offeror agrees to provide non-discrimination and Civil Rights assurances if applicable. Additional provisions the Developer should note include:

- The information provided by the Offeror may be used by the Army to conduct a comprehensive background and credit check.
- The Offeror may provide the facilities and services to the Army as agreed upon in the Plan and lease either directly or through subleases or concession agreements that have been reviewed and accepted by the Army.
- The right is reserved, as the interest of the Army may require, to reject at any time any and all applications, to select more than one Offeror, to waive any informality in applications received, and to accept or reject any items of any applications unless such application is qualified by specific limitation.
- The Offeror may joint venture with another Developer. A joint venture (team arrangement) shall meet the following requirements:
 - All applications submitted by joint ventures must include a copy of the executed joint venture agreement.

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- Parties to the joint venture must sign the proposed Lease or Leases, as agreed to in the Plan. In the case of corporations that are joint venture entities, the corporation secretary must certify that the corporation is authorized to participate in the joint venture, by so certifying in the joint venture agreement and by submitting a separate certification to the Army prior to Lease award. The joint venture must also provide a certificate, which identifies a single point of contact, i.e., a principal representative (by name) of the joint venture for purposes of resolution of lease matters and payment issues.
- BearingPoint, Inc. is serving as an advisor (and have recused themselves from the competition) to the Army on this project. All offerors must certify they are not using nor have they used BearingPoint, Inc. to assist in the preparation of any proposal related to this project (conflict of interest certification is included in the NOL appendices).

3.2 CANCELLATION OF AVAILABILITY BY THE GOVERNMENT. The Government is sponsoring this leasing transaction solely for the purpose of achieving the goals established in the enabling legislation. While the Government intends to enter into a lease with the Developer, it is under no obligation to do so, and reserves the right to cancel this availability and reject all application submissions. The Government reserves the right to suspend or modify all aspects of this process and to waive informalities and minor irregularities in offers received where it is in the best interest of the Government to do so.

3.3 HOLD HARMLESS. By participating in the application process, Developers agree to hold the United States, its officers, employees, and advisors harmless from all claims, liabilities, and costs related to all aspects of this application. Under no circumstances shall the Government be liable for any real estate brokerage commissions, finder's fees, or other forms of compensation related in any way to activities undertaken by any person as a result of the submission of the NOL proposal.

3.4 AMENDMENTS TO APPLICATION PACKAGE. This application package may be amended by formal amendment document, letter, or facsimile. If this application is amended, then all terms and conditions, which are not modified, remain unchanged. Developers shall acknowledge receipt of any amendments to this application by the date and time specified in the amendment(s). Acknowledgment shall be made by signing and returning the amendment(s), or sending a letter or telegraphic acknowledgment.

3.5 INDUSTRY FORUM NOTICE TO APPLICANTS. An Industry Forum was held on December 12, 2005 to discuss the approach to this transaction. The conference was held at the Westmark Fairbanks Hotel and Conference Center located in Fairbanks, Alaska. Following the Industry Forum, Fort Greely will sponsored a bus tour of the site on Tuesday, December 13th. Information (e.g., attendee list, presentations, questions & answers) regarding this industry conference can be found on the following website: <http://eul.army.mil/greely>

3.6 NOTICE OF ORAL PRESENTATIONS. Potential Offerors should note that they may be required to present their proposals orally to FGA and its advisors. The time and date for this presentation will be scheduled individually with the Offeror after written proposals have been submitted and evaluated. If any oral presentation is required, it should be limited to 60 minutes. During an Offeror's oral presentation, the Offeror should be prepared to

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provide information concerning any aspect of the written proposal submitted. At the conclusion of the oral presentation, the Offeror should plan to be available for approximately 30-45 additional minutes to respond to questions.

The Offeror may choose whatever media for making its team's oral presentation. The Army will provide an overhead projector, LCD data projector, and laptop with CD-ROM compatibles. If the Developer decides to use media other than what is provided, the Developer must provide and set up the equipment him or herself. The Developer should bring ten (10) complete sets of all overheads and any other handouts to the Offeror's oral presentation.

3.7 SUBMISSION OF APPLICATIONS. Offeror applications are due at 5:00 pm Eastern Time on Thursday, February 2, 2006. The information below must appear in the lower left corner of the submission envelope:

Sealed Application for Lease of Real Property

To be opened:

Time: 5:00 p.m.(EST)

Date: 2 February 2006

Project Name: Fort Greely EUL Project

Offeror applications and modifications shall be submitted in sealed envelopes or packages addressed to the following:

U.S. Army Corps of Engineers (USACE)
Baltimore District
ATTN: Real Estate Division

If hand delivered,
to Office Location:
10 South Howard Street, Room 7620
Baltimore, MD 21201

If mailed,
to Mailing Address:
P.O. Box 1715, CENAB-RE
Baltimore, MD 21203-1715

In addition, the sealed envelopes or packages should be labeled with the Developer's name, address, contact person and time specified for receipt. Electronic, telegraphic, or facsimile offers and modifications will not be considered without express written authorization of USACE.

3.8 SUBMITTAL ORGANIZATION. The applicants' proposals shall consist of nine (9) original documents and five (5) copies with the sections listed in the below table clearly labeled. These sections constitute the factors that will be evaluated, in the following order of importance:

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- Sections II – IXVII will be of equal importance
- Section I will not be evaluated

Application Submittal			
Section	Description of Factor	Number of Submittals	Page Limit ¹
I	Executive Summary	9 originals, 5 copies and one electronic copy ² to USACE	5 pages
II	Relevant Experience/ Past and Present Performance	9 originals, 5 copies and one electronic copy ² to USACE	10 pages
III	Financial	9 originals, 5 copies and one electronic copy ² to USACE	10 pages
IV	Development Plan	9 originals, 5 copies and one electronic copy ² to USACE	10 pages
V	Marketing Plan	9 originals, 5 copies and one electronic copy ² to USACE	10 pages
VI	Property Maintenance/Management	9 originals, 5 copies and one electronic copy ² to USACE	10 pages
VII	Capability/Qualifications	9 originals, 5 copies and one electronic copy ² to USACE	10 pages
VIII	Achievement of Army Goals, Objectives, and Concepts.	9 originals, 5 copies and one electronic copy ² to USACE	5 pages
IX	Experience in Community Relations.	9 originals, 5 copies and one electronic copy ² to USACE	5 pages
	TOTAL		75 pages

NOTES:

1. Any pages exceeding the limits set above will be destroyed and not evaluated. Supporting data such as mandatory forms, resumes, financial statements, *pro formas*, cost estimates, engineering calculations, photos, drawings and catalog cuts do not count against the page limits indicated above.
2. All sections should be submitted on the same disk/CD ROM.
3. All sections of the Application will be provided in a ten (10) font size or greater.

Applicants should mark as proprietary all information that is proprietary and not releasable to the public.

3.9 REQUIRED FACTOR SUBMISSION INFORMATION. Each section in the Offeror's submission must include a description of Offeror's approach to the following factors. These factors comprise the minimum compliance with FGA goals and must be submitted in order for applications to be considered complete. It is the desire for FGA that applicants attempt to exceed these minimum requirements where possible. The Army reserves the right to evaluate and recommend applicants based upon an overall best value determination.

3.9.1 SECTION I – EXECUTIVE SUMMARY

- The name, address, telephone, e-mail, and fax numbers of each principal, partner, and/or co-venturer participating on the Offeror's team and the name of the representative authorized to act on behalf of the team.

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- Identification of any affiliation or other relationship between any of the members of the team responding to this application and any development company, parent company, or subsidiary.
- A description of the Offeror's status (i.e., a corporation, a nonprofit or charitable institution, a partnership, a limited liability company, a business association, or a joint venture) indicating jurisdiction under whose law the Offeror's firm is organized and operating, and a brief history of the Offeror's business structure and its principals.
 - If the Offeror is a corporation, provide the following: 1) Articles of Incorporation and by-laws; 2) Names, addresses, dates of birth, and Social Security numbers of officers and participating principals; 3) Corporate resolution authorizing the proposed transaction; and 4) Summary of Corporate Activity.
 - If the Offeror is a partnership/joint venture, provide the following: 1) partnership/joint venture agreement; 2) Names, addresses, dates of birth, and Social Security numbers of the partners and 3) each principal member's appropriate history and background, assigned areas of responsibility, and any legally enforceable agreements or other mechanisms that will be relied on to ensure the firm's successful long-term operation.
 - If the Offeror is a sole proprietorship, provide Social Security number, date of birth, and current address.
- Date and location of establishment and the date of incorporation under the present name.
- Explanation of types of services the Offeror provides and how they relate to this application.
- Whether the Offeror (or one of the proposed team members) has ever been terminated for default, non-compliance, or non-performance on a contract or Lease. Provide a detailed description; and whether the Offeror (or team member) has been, within the past five (5) years, in litigation, arbitration, or have had any judgments against the Offeror (or a team member). Provide a detailed description.
- Indication of whether the Offeror ever maintained or currently maintain errors and omissions insurance and, if so, the amount of the coverage, deductible, and the carrier of the insurance.

3.9.2 SECTION II - RELEVANT EXPERIENCE/PAST AND PRESENT PERFORMANCE.

3.9.2.1 RELEVANT PROJECT EXPERIENCE. Provide the following information on projects for which the Offeror (or team member) acted as prime developer. Identified projects must demonstrate an ability to perform a project of this magnitude.

- List of the major projects that the Offeror has successfully completed within the past ten (10) years or that are currently in progress. In the case of joint ventures, any principal member's project's over the past ten (10) years.
- For each project listed above please provide the following:

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- The name, address, type, cost (design and construction), and size (in gross square feet) of each project;
- The name and address of the owner of each project;
- No more than three (3) photos of each project (each photo not exceeding 8-1/2” by 11” in size) if available;
- A description of how the project achieved an acceptable level of quality in the project planning, creation, design, and construction;
- The Offeror’s role and services provided for each project;
- The name, address, telephone e-mail, and fax numbers of a point of contact at the client or other stakeholder for each project (This individual must be familiar with the project and the role of the Offeror played in the project and will be able to respond to the Army inquiries); and,
- Any other pertinent information to sufficiently describe each project.

3.9.2.2 PAST AND PRESENT PERFORMANCE. Provide the name, address, telephone and fax numbers of at least four (4) clients or other stakeholders for whom the Offeror (or each team member) has successfully developed projects within the past ten (10) years.

In addition to clients, offerors are encouraged to provide the above information from other project stakeholders that the Offeror considers important to understanding the success of the Offeror’s work. These references should be able to assess the degree of client (or other stakeholder) satisfaction.

The Army intends to contact all the references that the Offeror lists; the Offeror’s inclusion of the information requested above will be considered authorization to do so. Some of the factors that contribute to client satisfaction and what the Offeror’s references may be asked to discuss formally are as follows:

- Quality of the working relationship with the client (the tenant and/or owner)
- Professionalism and integrity with which the Offeror conducted business
- Responsiveness to the client’s needs and expectations
- Level of communication
- Value added to the project as the result of cost savings, favorable financing, positive asset management, etc.
- Delivery of the project within budget and on schedule
- Quality control of the project design and construction
- Other relevant aspects in the management of a project development for a client

List all material instances of litigation or formal Alternative Dispute Resolution (ADR) processes (e.g., binding arbitration) during the last ten (10) years and involving a claim in excess of \$50,000 to which each principal member has been a party relating to partnering and/or financial performance. For those matters involving

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a claim equal to or in excess of \$500,000, provide a detailed description of the litigation or ADR process.

3.9.3 SECTION III – FINANCIAL. (Note: All financial data clearly marked as proprietary will be held in confidence)

- Offerors shall provide audited financial statements (or 10Ks if the entity is publicly owned) for the last three years (parent and holding companies should submit audited financial statements if they intend to commit resources to a developer or joint venture in which they own a controlling interest). The financial statements should be prepared in accordance with generally accepted accounting principles (GAAP) (see note below) and the financial auditor must be a nationally recognized firm in the accounting industry. The submission must include an assertion as to the accuracy made by the auditor. Auditor contact information should also be provided.
- If audited financial statements have not been performed for the Offeror's corporation or partnership, or if the Offeror is an individual, provide a complete and current personal financial statement for the Offeror and all the Offeror's partners/officers.
- Provide all Offerer team companies' Dun and Bradstreet (DUNS) numbers.
- Describe financing arrangements that the Offeror has structured for major projects within the past ten (10) years that are similar in scope to the FGA project. Include information on previous debt and equity sources and terms and any fees.
- Provide the names, addresses, telephone numbers, and e-mail of at least two commercial or institutional credit references from which the Offeror has previously obtained financing. Attach a letter authorizing each credit reference to respond to inquiries from the Army.
- Provide a description and/or documentation demonstrating the Offeror's strategy to obtain financing (i.e. debt and equity) for this project including anticipated costs and why this strategy offers the best value to the government.
- Discuss the Offeror's capability for securing operating capital for the project as well as the Offeror's capability to secure payment and performance bonds (or other types of security) for the envisioned FGA project.

3.9.4 SECTION IV – DEVELOPMENT PLAN. This factor will be used to evaluate and demonstrate that the Offeror has a clear understanding of the anticipated design and construction elements of the project. Specifically, the Offeror shall submit a detailed narrative describing the Offeror's proposed project concept and vision, including an accurate overall description of the intended project design and construction methodology. Such project concept shall include, but is not limited to, the following items: 1) quality control plan; 2) safety plan; 3) phasing/sequencing including detailed logic diagram with major milestones (i.e. notice to proceed, design completion, obtaining the building permit, subcontractor selection, certificate of occupancy); and 4) project coordination (A&E involvement), and 5) project timing. The Army is seeking a developer that can bring creativity and innovation to the project to accommodate a 2006 groundbreaking.

3.9.5 SECTION IV – MARKETING PLAN. A project of this scope will require significant marketing to potential users of lodging and medical clinic services.

Applicants should recognize that the project is solely a commercial venture and not dependent on the provision of services to any FGA identified users. The Offeror will provide a description of how they intend to solicit users for the facilities. Specifically, the Offeror shall provide an overview of the marketing plan to research and identify the necessary users to make the overall project financially feasible.

3.9.6 SECTION V – PROPERTY MAINTENANCE/MANAGEMENT. This factor considers the Offeror's capability to understand and address the project's property maintenance/management responsibilities including maintenance, repair, operations, and management experience. Specifically, the Offeror should provide their approach to maintenance/management of the project as well as describe previous comparable projects where they have performed similar functions. In addition, the Developer should include detailed information (i.e. resumes) on personnel that will be involved in the management of the FGA project.

3.9.7 SECTION VII – CAPABILITY/QUALIFICATIONS.

3.9.7.1 STAFFING PLAN. Please provide the following:

- Describe the Offeror's organizational approach to executing the Offeror's responsibilities, providing the overall project coordination, and responding to the Army during all phases of the project. Include an organizational chart and staffing plan that demonstrates the Offeror's capability of carrying out all functions required for this project. If applicable, present a timetable for hiring any additional staff.
- For each year from 1995 to the present, summarize the Offeror's workload, expressed in terms of the annualized dollar value of the projects being developed and the number of full-time staff engaged in managing project development.
- Discuss the extent to which the Offeror is planning to commit staff and other resources to the project and development of the Business and Leasing Plan.

3.9.7.2 QUALIFICATIONS OF KEY PERSONNEL. Please provide the following:

- Identify the Offeror's key personnel and their respective roles during development of the Plan. Key personnel are the individuals considered critical to the accomplishment of the required services. Indicate the extent to which the proposed key personnel have worked together as a team on projects of this financial magnitude or greater.
- Provide a resume for each of the proposed key personnel. Key personnel are those who are considered critical to the accomplishment of the Plan. Resumes, which are limited to one-page, must include a description of the individual's duties and responsibilities, education, knowledge, skills, expertise, and other qualifications relevant to development of the Plan.
- Attach a statement to the resume for each of the proposed key personnel defining the extent of their availability and corporate commitment. The resume for each person must clearly indicate whether the person is or is not currently the Offeror's employee and, if not so employed, what kind of commitment or offer of

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employment the Offeror's firm has been made to assure availability of this person during the development of the Plan.

3.9.8 SECTION VII – ACHIEVEMENT OF ARMY GOALS, CONCEPTS AND OBJECTIVES. This factor considers the extent to which the Offeror's approach indicates an understanding of the Army's goals and a realistic approach to accomplishing them. Specifically, Developer's should describe how this approach and how the goals of the Army will be achieved during the project term.

3.9.9 SECTION VIII – EXPERIENCE IN COMMUNITY RELATIONS. Explain the Offeror's philosophy and specific approach to managing community relations. With respect to projects that the Offeror lists under "Relevant Project Experience," describe the Offeror's experiences in managing relations with the surrounding community.

3.10 SOURCE SELECTION EVALUATION PROCESS. An evaluation team will evaluate each application. The team will determine the overall value of the application to the Army and the potential for meeting the goals of the leasing arrangement, in accordance with the evaluation factors previously stated. Therefore, the application should contain all information that the Developer deems is needed by the Army to make a selection. Applications will be evaluated on their own merit, independently and objectively. While the government does not intend to meet with Developers regarding revisions to their applications prior to any oral presentations, the Army may contact Developers to clarify certain aspects of their application or to correct clerical errors. The information submitted in the Offeror's written proposal will be reviewed by the evaluation team prior to any oral presentation. This will allow the team members time to become familiar with the offer firm's experience, project approach, financial elements, and to generate questions that may be posed in anticipation of any oral presentation. FGA reserves the right to form a basis for determining a competitive range before or after any oral presentations.

After the final evaluation of the applications, the Army will select the Offeror whose application offers the **best overall value**. Selection will be based on an integrated assessment of the factors set forth in Section 3.0. Upon selection, the Army and the Developer will commence work, as outlined in this Lease Proposal, with the intent to enter into a leasing arrangement.

SECTION 4.0 EVALUATION CRITERIA

4.1 APPLICATION EVALUATION PROCESS. Each individual evaluation factor will be rated as indicated below. The evaluators will assign one of the following ratings to each factor:

- 1) Exceptional Plus (E+): The Offeror has addressed substantially all of the elements in this factor in a manner that demonstrates superior added value above a satisfactory response for substantially all of the elements.
- 2) Exceptional (E): The Offeror has addressed many of the elements of this factor in a manner that demonstrates superior added value above a satisfactory response and has

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addressed substantially all of the remaining elements in this factor in a manner that demonstrates high added value above a satisfactory response.

- 3) **Acceptable Plus (A+):** The Offeror has addressed many of the elements of this factor in a manner that demonstrates some added value above a satisfactory response and has addressed substantially all of the remaining elements in this factor in a manner that demonstrates a satisfactory response.
- 4) **Acceptable (A):** The Offeror has addressed substantially all of the elements in this factor in a satisfactory manner.
- 5) **Unacceptable (U):** The Offeror has failed to address substantially all of the elements of this factor in a satisfactory manner or has simply failed to address substantially all of the elements in this factor.
- 6) **Neutral:** This rating will only be used to evaluate an Offeror in the past performance evaluation factor. The Offeror did not have a sufficient history that could be evaluated in a level of detail that allowed the evaluation team to draw a conclusion about the Offeror's past performance

4.2 OVERALL PROPOSAL RATING PROCESS. In addition, the evaluators will assign an overall rating to each proposal as indicated below:

- 1) **Exceptional Plus (E+):** The Offeror has addressed substantially all of the elements in all of the factors in a manner that demonstrates superior added value above a satisfactory response.
- 2) **Exceptional (E):** The Offeror has addressed many of the factors in a manner that demonstrates superior added value above a satisfactory response and has addressed substantially all of the remaining factors in a manner that demonstrates high added value above a satisfactory response.
- 3) **Acceptable Plus (A+):** The Offeror has addressed many of the factors in a manner that demonstrates some added value above a satisfactory response and has addressed substantially all of the remaining factors in a manner that demonstrates a satisfactory response.
- 4) **Acceptable (A):** The Offeror has addressed substantially all of the factors in a satisfactory manner.
- 5) **Unacceptable (U):** The Offeror has failed to address substantially all of the factors in a satisfactory manner or has simply failed to address substantially all of the factors.

4.3 RISK RATINGS. The evaluators will justify the evaluation factor rating by drawing upon the strengths, weaknesses, and risks identified for each of the evaluation factors. In addition to the ratings above, a risk rating will be assigned to each of the individual factors. The purpose of this rating is to assess the level of risk associated with each Offeror. The evaluators will assign one of the following ratings to each of the individual factors:

- 1) **Low Risk:** Any weaknesses identified by the evaluators in the experience, approach, capabilities, and/or past performance record of the developer have little potential to cause disruption to the planning and implementation phases. Normal contractor/government effort and monitoring will probably minimize any difficulties.

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- 2) **Moderate Risk:** These are weaknesses identified by the evaluators in the experience, approach, capabilities, and/or past performance record of the Offeror that can potentially cause disruption to the planning and implementation phases. Special contractor/government emphasis and close monitoring will probably minimize any difficulties.
- 3) **High Risk:** These are weaknesses identified by the evaluators in the experience, approach, capabilities, and/or past performance record of the developer that have the potential to cause significant disruption to the planning and implementation phases even with special contractor/government emphasis and close monitoring.

The evaluators will document the weaknesses and their potential impact on disruption to the planning and implementation phases of the installation specific projects to justify the contractor selection rating. Oral presentations will be evaluated on the same basis as the written proposals and blended into the final evaluation.

5.0 ARRANGEMENTS FOR INSPECTION OF SITE.

Arrangements can be made with FGA for the inspection of the site described in this NOL. To make such arrangements call or e-mail Christine Boerst at FGA: 907-873-4665, christine.boerst@us.army.mil

6.0 POINTS OF CONTACT

6.1 INFORMATION AND CLARIFICATIONS

Questions, clarifications, and general information requests can be directed to the following:

Office	Name	Address	Phone & Fax
BearingPoint (Real Estate advisory services contractor to FGA)	Greg Hafer	1676 International Drive McLean, VA 22102-4828 greg.hafer@bearingpoint.com	P (703) 747-7085

Inquiries on leasing issues and questions of title should be addressed to:

Office	Name	Address	Phone & Fax
U.S. Army Corps of Engineers Baltimore District Attn: Real Estate Division	Tom Kretzschmar	10 South Howard Street Baltimore, MD 21201 Mailing Address: P.O. Box 1715 Baltimore, MD 21203-1715 thomas.kretzschmar@us.army.mil	P (410) 962-5602 F (410) 962-0866

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APPENDIX A

CONFLICT OF INTEREST CERTIFICATION

The Offeror hereby certifies that BearingPoint did not assist in the development of this proposal for the Fort Greely EUL project.

Name: _____

Company: _____

Date: _____

Signature: _____

This form should be signed by the person authorized to represent the significant parties comprising the project team and should be included in the Offeror's proposal.